

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum *IR*

24th
AGREEMENT made as of the ~~Sixth~~ of March in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Thompsonville Fire District No. 2
11 Pearl Street
Enfield, CT 06082-3501

and the Contractor:
(Name, legal status, address and other information)

Enfield Builders, Inc.
1654 King Street, PO Box 1201
Enfield, CT 06083

for the following Project:
(Name, location and detailed description)

Thompsonville Fire District No. 2
Corner of Lincoln Street and North Main Street
Enfield, CT 06082

New fire station and associated site work

The Architect:
(Name, legal status, address and other information)

Pacheco Ross Architects, P.C.
72 Voorheesville Avenue, PO Box 558
Voorheesville, NY 12186

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The work of this Contract is per Enfield Builders' proposed fee to finish the project beyond certain site and foundation work accomplished under separate letter agreements. The unit prices in Article 4.3 are also based on its proposal to finish the work. The Contractor acknowledges that it has reviewed the Contract Documents and is familiar with the Work contained in those documents. The Contractor further acknowledges that it is solely responsible to coordinate its efforts with all other Contractors working on this Project.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date fixed in a notice to proceed issued by the Owner or the Architect.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date is February 24, 2014 as stated in a notice to proceed issued by the Architect same date.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

NA

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **three hundred thirty** calendar days (330) days from the date of commencement as stated in Article 3.1. Final completion shall be no more

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than 30 calendar days after Substantial Completion. The contractor shall make the building secure and the site safe for the July 4th 2014 celebration.:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
Entire Project

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages shall be assessed at \$1,000.00 per calendar day beyond the date of Substantial Completion. The Owner and the Contractor agree that time is of the essence in the Contract and that the Owner will suffer a financial loss if the Work is not completed within the specified time. The Owner and Contractor also agree that such damages are uncertain in nature and otherwise incapable of accurate calculation and impossible to prove. Therefore, the Owner and the Contractor agree that the amount of liquidated damages as stated above is a reasonable forecast of such damages and is intended to be compensatory in nature and not a penalty. Liquidated damages shall begin to accrue when work under the Contract is not Substantially Complete by the date noted in §3.3 above; subject to approved extensions of time.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three million one hundred thousand dollars (\$ 3,100,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

There are no alternates

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price #1 Remove and dispose unsuitable fill	Cubic Yards	\$20.75
Unit Price #2 Place Structural fill	Cubic Yards	\$42.75
Unit Price #3 Place Select fill	Cubic Yards	\$35.00
Unit Price #4 Rock and/or foundation removal	Cubic Yards	\$77.00

§ 4.4 Allowances included in the Contract Sum, if any: None

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.:

§ 5.1.3 Provided that an Application for Payment including all required Certified Payroll Reports and Lien Waivers is received by the Architect not later than the twenty fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment. The Contractor's failure to submit all Certified Payroll Reports or current lien waiver(s) shall be a basis for non-payment of the entire Payment Application.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1 Project Manual Section 01 26 00 – Contract Modification Procedures shall govern the amount of mark-up allowed.

§ 5.1.4.2 The Schedule of Values shall contain a line item titled "Project Close-Out" which shall have a value of at least three percent (3%) of the total Contract. Such value shall be applied solely to the tasks of Project Manual Section 01 77 00 – Close-Out Procedures.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work, close out and unsettled claims; and

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(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

No retainage reduction until final completion

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Per all provisions of the Contract Documents and closeout procedures, Project Manual Section 01 77 00 and including all maintenance, operation manuals, guarantees, warranties, training sessions for the Owner and all other requirements of the Contract Documents.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Pacheco Ross Architects, P.C.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

(Paragraphs deleted)

in the locale of the Owner

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. If the Owner makes a determination to hold the Contractor in default and/or terminate the Contract for cause and it is subsequently determined for any reason whatsoever that either such determination was improper, unwarranted, or wrongful, any such default and/or termination shall be deemed for all purposes to have been a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than payment for the value of actual work performed and approved by the Owner and Architect.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

3 % per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Fire Chief Frank Alaimo

§ 8.4 The Contractor's representative:
(Name, address and other information)

John Petronella, President

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Contractor shall be liable to the Owner for the Architect's or other Owner consultants such as Civil Engineer or testing services adjustment in compensation necessary to evaluate the failure of performance on the part of the Contractor or its subcontractors in connection with the work including, but not limited to: delays, faulty work, lack of performance, failure to provide adequate supervision, incomplete or nonconforming submittals requiring more than two (2) reviews, failure to perform Project Close-Out tasks in a timely manner, submission of Contractor claims for time extensions, delays, change orders, any other contractor inactions or Architect's time and materials representing the Owner in a claim by the contractor or any of its subcontractors, suppliers or vendors. The Owner shall reduce the amount due the Contractor, in the form of a Change Order Deduct, an amount equal to the Architect's or other Owner's consultant's adjustment in compensation as noted therein

§ 8.6.2 To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner, the Owner's Consultants, the Architect, the Architect's Consultants, their agents, officers, employees, or anyone acting on their behalf, for any expense, loss, damages, claims; including reasonable attorney's fees, arising out of the negligent acts, errors, or omissions of the Contractor, its subcontractors, or anyone acting on their behalf.

§8.6.3 No damages for delay

§8.6.3.1 Notwithstanding anything to the contrary in the Contract Documents, a time extension, to the extent permitted, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the work, (2) hindrance, impact or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims whether or not such delays are foreseeable. The Contractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, impact or hindrance for any cause whatsoever, including, without limitation, consequential damages, lost opportunity costs, actual or alleged loss of efficiency, home office overhead, extended overhead, impact damages or other similar remuneration. The Contractor further agrees that it shall insert similar language in any subcontract for the project. The Owner's exercise of any of its rights under the Contract Documents (including, without limitation, ordering changes in the work, or directing suspension, rescheduling, or correction of the work), regardless of the extent of frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference, hindrance, or obstruction with the Contractor's performance of the Work.

§8.6.4 The Milestone Schedule, Attachment "D" in the Project Manual does not apply and is null and void for this agreement. Refer to Article 3 of the Agreement for the schedule.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Attachment "A"

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Attachment "B"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
One	6/18/13	8 pages plus 6 full size drawings
Two	6/21/13	2 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

The project manual (specifications) in its entirety is a part of this agreement.

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Attachment "C" Insurance Requirements

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 and in the project manual.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Frank Alaimo, Chief

(Printed name and title)



CONTRACTOR (Signature)

John Petronella, President

(Printed name and title)